

## M O R T G A G E

THIS MORTGAGE, Made this 12th day of April 1923 by Jacob Schurle and Sophia E Schurle his wife of the County of Douglas and State of Kansas, parties of the first part, to The Davis Wellcome Mortgage Company, a corporation, existing under the laws of the State of Kansas, having its office at Topeka, County of Shawnee and State of Kansas, party of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of One Hundred Dollars, to them in hand paid the receipt of which is hereby acknowledged, do by these presents Grant, bargain, sell and convey unto the said party of the second part, its successors and assigns, the real estate situated in the County of Douglas and State of Kansas, particularly bounded and described as follows, to-wit:

The Southeast Quarter (SE $\frac{1}{4}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ ) and the South Thirty Seven and one-half (37 $\frac{1}{2}$ ) acres of the West Sixty (60) acres of the Southeast Quarter (SE $\frac{1}{4}$ ) except Twenty Five (25) feet off the East side of said last described tract for road, all in Section Seven (7), Township Thirteen (13) South, Range Twenty One (21) East of the Sixth Principal Meridian. Containing Seventy Seven and one half (77 $\frac{1}{2}$ ) acres, more or less.

TO HAVE and TO HOLD the SAME, Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining, forever, free and clear of all incumbrances. This mortgage is subject and second to a mortgage executed by the parties of the first part to The Prudential Insurance Company of America dated April 12th 1923 to secure the payment of \$2000. covering the above described real estate.

PROVIDED ALWAYS, And these presents are upon this express condition, that whereas said parties of the first part have this day executed and delivered four certain promissory notes in writing to said party of the second part, each for the sum of \$25.00 due October 18, 1923, April 18, 1924, October 18, 1924 and April 18, 1925, with interest at ten per cent per annum after maturity until payment, both principal and interest payable at the office of The Davis Wellcome Mortgage Company Topeka, Kansas, and it is distinctly understood and agreed that the notes secured by this mortgage are given for and in consideration of the service of said The Davis Wellcome Mortgage Company in securing a Loan for the parties of the first part, which loan is secured by the mortgage hereinbefore referred to and excepted, and that the said notes do not represent any portion of the interest on said loan and are to be paid in full regardless whether said loan is paid wholly or partly before its maturity.

NOW, If said parties of the first part shall pay or cause to be paid to said party of the second part its successors or assigns, said sum of money in the above described notes mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, or interest <sup>or</sup> ~~the~~ principal of any prior mortgage is not paid when the same is due or if taxes and assessments

The following is endorsed on the original instrument.  
The debt secured by this mortgage has been paid in full and the Register of Deeds is authorized to release it of record.

Reg. Fee = 25  
The Davis Wellcome Mortgage Company  
By Grant J. Davis, Secretary

Copy  
paid

Recorded May 2 - 1923  
J. C. McIlwain  
Register of Deeds

The following is secured under original instrument